

336

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Department of Animal Services

**SUBMITTAL DATE:**  
September 26, 2013

**SUBJECT:** Ratify Agreement 14-001 between City of Desert Hot Springs and the County of Riverside Department of Animal Services for animal field and licensing services amend Ordinance No. 440 pursuant to Resolution 440-8950. [District 5] [\$539,100 - Contract Revenue]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify Agreement 14-001 between City of Desert Hot Springs ("City") and the County of Riverside Department of Animal Services ("County") for animal field and licensing services
2. Approve amending Ordinance No. 440 pursuant to Resolution 440-8950 submitted herewith. Per the resolution add the following positions per the Attachment A.
3. Direct the Chairperson to execute three (3) original agreements on behalf of the County.

**BACKGROUND:**

**Summary**

The County has been providing animal field and shelter services for the City since May 2005 in order to safeguard the City's domestic and wild animals, promote the humane treatment of animals, and enforce the City's Ordinances and State laws relating to animal control.

(ATTACHMENT)

RPM:nd

*Robert P. Miller*  
 Robert P. Miller, Director  
 Department of Animal Services

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 269,550	\$ 269,550	\$ 539,100	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% funded by the City of Desert Hot Springs	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 13/14 & 14/15

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
 Debra Cournoyer  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8950 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: November 5, 2013  
 xc: Animal Services, HR, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: \_\_\_\_\_ District: 5 Agenda Number: \_\_\_\_\_

3-14

Approved by Barbara A. Olivier, Asst. County Executive Officer / Human Resources Director  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Eric Stopher*  
 DATE: 9/18/13  
 ERIC STOPHER

Positions Added:  x  
 Change Order:   x  
 4/5 Vote:   x  
 A-30:   x

2013 OCT 15 11:51 AM  
 RECEIVED  
 COUNTY OF RIVERSIDE  
 DEPARTMENT OF ANIMAL SERVICES

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: : Ratify Agreement 14-001 between City of Desert Hot Springs and the County of Riverside**  
Department of Animal Services for animal field and licensing services amend Ordinance No. 440 pursuant to Resolution 440-8950.

**DATE:** September 26, 2013

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The fees for services rendered under this Agreement are in accordance with County Ordinance 630.

<b>Service</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>Total</b>
Regular Field Service	\$254,052	\$254,052	\$508,104
Over-time Field Service (Estimated*)	\$15,498	\$15,498	\$30,996
<b>Total Contract Amount</b>	<b>\$269,550</b>	<b>\$269,550</b>	<b>\$539,100</b>
Projected City License Revenue **(Offset City Cost)	-\$50,000	-\$50,000	-\$100,000
<b>Total</b>	<b>\$219,550</b>	<b>\$219,550</b>	<b>\$439,100</b>

This agreement supports additional staff necessary for the implementation of a licensing program. The cost for two license inspectors and one office support position will be offset by revenue generated from canine license fees. Furthermore, projected revenue is expected to exceed program costs by \$50,000 and will be a credit to the total amount of the contract. The Ordinance No. 440 Resolution authorizes additional staff necessary to meet the terms of the agreement. If this agreement is terminated, staff positions funded by virtue of this agreement shall be deleted.

**Impact on Residents and Businesses**

Funding for the animal field and shelter services is provided by City through the Agreement for services between County and City of Desert Hot Springs.



# COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 14-001	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200600200	PROJECT-GRANT:	ACCOUNT: 773220
CLASS/LOCATION: 8602		CONTRACT AMOUNT: \$539,100	
PERIOD OF PERFORMANCE: July 1, 2013 through June 30, 2015			
COUNTY CONTACT : Robert Miller (951) 358-7442		CONTRACTOR REPRESENTATIVE: City Manager (760) 329-6411	
PROGRAM NAME: Animal Field and Licensing Services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services, hereinafter referred to as COUNTY, and City of Desert Hot Springs, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with COUNTY to provide a broad range of animal control services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Desert Hot Springs, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

**WHEREAS**, the CITY wishes to comply with state mandates regarding animal control; and

**WHEREAS**, COUNTY has the personnel and experience to provide such animal field and licensing services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 4, Exhibit A consisting of 5 pages, and Exhibit B consisting of 2 pages, attached hereto and incorporated herein.

By John J. Benoit  
 John J. Benoit, Chairman, Board of Supervisors  
 Date NOV 05 2013

By Robert Adams  
 Robert Adams,  
 Interim City Manager  
 Print Name

ATTEST: Kecia Harper-Ihem, Clerk  
 By Kecia Harper-Ihem, Deputy

Date 9-23-13

FORM APPROVED COUNTY COUNSEL  
 BY: Eric Stopher 10/18/13  
 ERIC STOPHER DATE

NOV 05 2013 3-14

1     **1. COUNTY OBLIGATIONS:**

2     COUNTY shall provide all services as outlined and specified in EXHIBIT A, SCOPE OF  
3     ANIMAL FIELD AND LICENSING SERVICES attached hereto and by this reference  
4     incorporated herein.

5     **2. PERIOD OF PERFORMANCE:**

6     The Animal Field Services as referenced in EXHIBIT A of this Agreement shall be  
7     effective on July 1, 2013 through June 30, 2015, unless terminated as specified in Section  
8     7, TERMINATION.

9     **3. COMPENSATION:**

10    In consideration of services provided by COUNTY pursuant to EXHIBIT A, COUNTY  
11    shall be entitled to receive payment as specified in EXHIBIT B, PAYMENT  
12    PROVISIONS attached hereto and incorporated herein by this reference.

13    **4. AVAILABILITY OF FUNDING:**

14    It is mutually agreed and understood that the obligation of the CITY is limited by and  
15    contingent upon the availability of CITY funds for the reimbursement of COUNTY's  
16    fees. In the event that such funds are not forthcoming for any reason, CITY shall  
17    immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement  
18    of costs for work performed, in accordance with EXHIBIT B.

19    **5. HOLD HARMLESS/INDEMNIFICATION:**

20    **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,  
21    Districts, Special Districts and Departments, their respective directors, officers,  
22    Board of Supervisors, elected and appointed officials, employees, agents and  
23    representatives (individually and collectively hereinafter referred to as Indemnitees)  
24    from any liability whatsoever, based or asserted upon any services of CITY, its  
25    officers, employees, subcontractors, agents or representatives arising out of or in any  
26    way relating to this Agreement, including but not limited to property damage, bodily  
27    injury, or death or any other element of any kind or nature whatsoever arising from  
28    the performance of CITY, its officers, employees, subcontractors, agents or  
29    representatives Indemnitors from this Agreement. CITY shall defend, at its sole  
30    expense, all costs, and fees including, but not limited, to attorney fees, cost of  
31    investigation, defense and settlements or awards, the Indemnitees in any claim or  
32    action based upon such alleged acts or omissions.

33    **5.2** With respect to any action or claim subject to indemnification herein by CITY,  
34    CITY shall, at their sole cost, have the right to use counsel of their own choice and shall  
35    have the right to adjust, settle, or compromise any such action or claim without the prior  
36    consent of COUNTY; provided, however, that any such adjustment, settlement or  
37    compromise in no manner whatsoever limits or circumscribes CITY's indemnification to  
38    Indemnitees as set forth herein.

39    **5.3** CITY's obligation hereunder shall be satisfied when CITY has provided to  
40    COUNTY the appropriate form of dismissal relieving COUNTY from any liability for  
41    the action or claim involved.

42    **5.4** The specified insurance limits required in this Agreement shall in no way limit or  
43    circumscribe CITY's obligations to indemnify and hold harmless the Indemnitees herein  
44    from third party claims.

1 5.5 In the event there is conflict between this clause and California Civil Code 14-001  
2 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
3 interpretation shall not relieve the CITY from indemnifying the Indemnitees to the  
4 fullest extent allowed by law.

5 **6. INSURANCE:**

6 COUNTY agrees to maintain the following insurance coverage's during the term of this  
7 Agreement.

8 **6.1 Workers' Compensation:**

9 COUNTY shall maintain Worker's Compensation Insurance (Coverage A) as prescribed  
10 by the laws of the State of California. Policy shall include Employers' Liability  
11 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per  
12 person per accident.

13 **6.2 Commercial General Liability:**

14 COUNTY shall maintain Commercial General Liability insurance coverage for claims  
15 which may arise from or out of COUNTY's performance under this Agreement. This  
16 coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined  
17 single limit.

18 **6.3 Vehicle Liability:**

19 COUNTY agrees to maintain automobile liability insurance for vehicles provided by the  
20 COUNTY for use under this Agreement. This coverage shall have a limit of liability of  
21 not less than \$1,000,000 combined single limit.

22 **6.4 General Insurance Provisions - All lines:**

23 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be  
24 admitted to the State of California and have a AM BEST rating of not less than A:  
25 VIII (A:8).

26 **6.4.2** The insurance requirements contained in this Agreement may be met with  
27 a program(s) of self-insurance.

28 **7. TERMINATION:**

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or  
without cause, upon one hundred eighty (180) days advance written notice stating the  
extent and effective date of termination. Upon receipt of any notice of termination  
from CITY, COUNTY shall immediately cease all services hereunder except such as  
may be specifically approved in writing by CITY and COUNTY. COUNTY  
shall be entitled to compensation for all services rendered prior to termination and  
for any services authorized in writing by CITY thereafter. Failure to complete  
EXHIBIT A, section 7.2 will be cause to terminate the licensing provisions of this  
agreement.

**8. FORCE MAJEURE:**

**8.1** In the event the COUNTY is unable to comply with any provision of this Agreement  
due to causes beyond their control such as acts of God, acts of war, civil disorders, or  
other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

**8.2** In the event CITY is unable to comply with any provision of this Agreement due to  
causes beyond their control such as acts of God, acts of war, civil disorders, or other  
similar acts, CITY will not be held liable to COUNTY for such failure to comply.

1       **9. ALTERATION:**

2       No alteration or variation of the terms of this Agreement shall be valid unless made in  
3       writing and signed by the parties hereto, as authorized by their respective governing  
4       bodies, and no oral understanding or agreement not incorporated herein, shall be binding  
5       on any of the parties hereto.

6       **10. SEVERABILITY:**

7       If any provision in this Agreement is held by a court of competent jurisdiction to be  
8       invalid, void or unenforceable, the remaining provisions will nevertheless continue in full  
9       force without being impaired or invalidated in any way.

10       **11. RECORDS:**

11       COUNTY shall maintain and keep records of all expenditures and obligations incurred  
12       pursuant to this contract and all income and fees received thereby according to generally  
13       recognized accounting principles. Such records and/or animal control operations of  
14       COUNTY shall be open to inspection and audit by CITY or its authorized representative  
15       as is deemed necessary by the CITY Manager or the authorized representative of the  
16       CITY Manager upon reasonable notice to COUNTY.

17       **12. NO THIRD PARTY BENEFICIARY:**

18       This contract between CITY and COUNTY is intended for the mutual benefit of the two  
19       signing parties only. No rights are created under this contract in favor of any third party  
20       or any party who is not a direct signatory to this contract.

21       **13. NONDISCRIMINATION:**

22       During the performance of this contract, COUNTY agrees that it shall not discriminate  
23       on the grounds of race, religious creed, color, national origin, ancestry, age, physical  
24       disability, mental disability, medical condition including the medical condition of  
25       Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,  
26       marital status, sex or sexual orientation in the selection and retention of employees and  
27       subcontractors and the procurement of materials and equipment, except as provided  
28       in Section 12940 of the Government Code of the State of California. Further, COUNTY  
29       agrees to conform to the requirements of the Americans with Disabilities Act in the  
30       performance of this contract.

31       **14. VENUE:**

32       Any action at law or in equity brought by either of the parties hereto for the purpose of  
33       enforcing a right or rights provided for by this contract shall be tried in a court of  
34       competent jurisdiction in the County of Riverside, State of California, and the parties  
35       hereby waive all provisions of law providing for a change of venue in such proceedings  
36       to any other county. In the event either party hereto shall bring suit to enforce any term  
37       of this contract to recover any damages for and on account of the breach of any term  
38       or condition of this contract, it is mutually agreed that the prevailing party in such action  
39       shall recover all costs thereof including reasonable attorneys' fees to be set by the court  
40       in such action.

41       **15. ASSIGNMENT:**

42       It is mutually understood and agreed that this contract shall be binding upon COUNTY

1 and its successors. Neither this contract nor any part thereof nor any moneys due or 14-001  
2 to become due hereunder may be assigned by COUNTY without the prior written consent  
3 and approval of CITY. CITY and COUNTY hereby agree to the full performance of  
4 the covenants contained herein.

5 **16. AMENDMENTS:**

6 Any amendments, including any supplements, to this contract shall be in writing and  
7 shall have the approval of the Board of Supervisors of COUNTY and the CITY  
8 Council. This is the entire contract for Animal Field Services and supersedes any prior  
9 written or oral contract inconsistent herewith. Any amendment will be presented  
10 to the City Manager prior to CITY Council approval.

11 **17. NOTICES:**

12 All correspondence and notices required or contemplated by this Agreement shall be  
13 delivered to the respective parties at the addresses set forth below and are deemed  
14 submitted one day after their deposit in the United States mail, postage prepaid:

15 **COUNTY:**

16 Department of Animal Services  
17 Director of Animal Services  
18 6851 Van Buren Boulevard  
19 Jurupa Valley, CA 92509  
20 (951) 358-7442

21 **CITY:**

22 City of Desert Hot Springs  
23 City Manager  
24 65-950 Pierson Boulevard  
25 Desert Hot Springs, CA 92440  
26 (760) 329-6411

27 or to such other address (es) as the parties may hereafter designate in writing.  
28



## EXHIBIT A

## SCOPE OF ANIMAL FIELD AND LICENSING SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field and licensing services for the City of Desert Hot Springs, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
  - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
  - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance..
  - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
  - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure. Bite reports shall indicate who reported the bite incident to COUNTY. COUNTY will also issue to CITY's Manager, or his/her designee, a copy of all animal bite reports within one week of completion.
  - 1.5 **Quarantine:** Quarantine, as prescribed by State law and COUNTY Ordinances as codified under Riverside COUNTY Code Title 6, or any successor thereto (hereinafter referred to as "Riverside COUNTY Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
  - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside COUNTY Code Title 6 or appropriate CITY ordinance.
  - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
  - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
  - 1.9 **Licenses for Dogs:** COUNTY shall issue dog licenses for CITY residents at CITY's request. CITY shall provide its own tags for such licenses, but shall coordinate the numbering sequence with COUNTY prior to ordering. All fees collected for dog licenses shall be accounted for by COUNTY and remitted to CITY on a quarterly basis, provided, however, that COUNTY shall retain the sum of \$5.85 for each dog license issued hereunder. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints about Animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this contract, shall conduct license

inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City Municipal Code. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their Animal's license by telephone.

**1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.

**1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside COUNTY Code Title 6 including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside COUNTY Code Title 6, State law or CITY municipal codes.

**1.12 Service to Public:** Provide service to the public on matters covered in this contract consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, will indicate to the caller that a response can be expected as per Section 6 below.

**2. Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the Coachella Valley Animal Campus Shelter located at 72-050 Petland Place, Thousand Palms CA 92276 ("Shelter"), or other shelter operated by the County of Riverside at County's discretion.

**3. License Processing:** Compensation for license processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated contract cost.

**4. Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use to provide contract services. The COUNTY shall equip fuel and maintain said vehicles.

**5. Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's Department within 24 hours if an impounded Animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall indicate on the police report the circumstances of the Animal's disappearance.

**6. Priority of Field Services:**

**6.1 Definitions:** Services are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Riverside COUNTY Code, Title 6 and related State and CITY codes and are assembled for expediency into two categories: Emergency and Non-Emergency. Priority Ranking refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," as defined in Section 6.4 of this Exhibit, it will be referred to the

Supervisor for evaluation and processing.

14-001

1 Field service activities will be performed daily and generally based upon the  
2 priority ranking and based on limited service hours in accordance with contract  
3 or part-time officer. All calls involving imminent danger scenarios will be  
4 responded to within 60 minutes if reasonably possible, subject to considerations  
5 involving the time of day, traffic conditions, or other uncontrollable circumstances.

6 An Animal Control Officer will respond to animal medical emergencies and other  
7 emergencies involving danger to humans within 30 minutes or less during regular  
8 service hours, Monday through Friday, and within 60 minutes or less on Saturdays  
9 and Sundays and after regular service hours and holidays. CITY acknowledges that  
10 response time may be affected by traffic congestion or other hindering circumstances  
11 uncontrollable by the COUNTY.

12 COUNTY shall provide a means for responding to calls for service that take place  
13 during limited service periods (as defined below) which are of an emergency nature  
14 pursuant to this Exhibit. Field service personnel shall be assigned to patrol and other  
15 service field tasks as defined by COUNTY and CITY.

16 The following definitions of "regular service hours," "limited service" and  
17 "holidays" are intended to identify the broad time frames during which specific levels  
18 of service will be provided. "Regular Service Hours" shall be deemed to mean  
19 between the hours of 7:30am to 5:00pm, Monday through Friday, holidays excepted.  
20 "Limited service" shall be deemed to mean between the hours of 5:00pm to 7:30am,  
21 Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as  
22 herein shall be those as established by the COUNTY and the CITY. The COUNTY  
23 shall answer all telephone calls for Field Services during phone center operational  
24 hours. Calls shall be received by the COUNTY answering service after hours and on  
25 holidays, as noted above. Calls answered by the answering service will be handled on  
26 an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical  
27 support staff shall maintain a detailed record of all requests, for service, both  
28 emergency and routine, received during regular service hours and after regular service  
hours, including time and date, when the calls were answered and the disposition of  
those calls. Records of these calls shall be maintained for at least thirty (30) days.  
The CITY and COUNTY agree that any incident reports to the COUNTY by  
residents or through emergency services involving a dangerous, aggressive,  
wild, injured or sick animal constitute an emergency and require immediate action by  
the COUNTY pursuant to this contract.

Calls for service received after normal business hours that are not  
of an emergent nature shall be answered by an answering service and referred to  
call back on the next business day during phone center operational hours. These calls  
will then be scheduled for response in accordance with this Exhibit.

25 **6.2 Calls considered as Emergencies to be handled Without Delay:**

- 26 6.2.1 Animals endangering health or safety of the community.
- 27 6.2.2 Police Department requests for service.
- 28 6.2.3 Sick or injured stray animals.
- 6.2.4 Animals in distress.
- 6.2.5 Humane investigations – life threatening. (Depending on immediate  
circumstance)

6.3 **Calls Considered as Non-Emergency to be handled during Regular Business**

**Hours:**

- 1 6.3.1 Pick up confined, healthy, stray-animals.  
 2 6.3.2 Dead animal removal.  
 3 6.3.3 Quarantine investigations.  
 4 6.3.4 Leash law enforcement.  
 5 6.3.5 Nuisance animal investigations.  
 6 6.3.6 Permit investigations.

**6.4 Exceptions:**

7 The Animal Control Director or the deputies of the Animal Control Director may,  
 8 on a case-by-case basis, authorize variations of priority when circumstances require.  
 9 COUNTY shall provide a written report within five (5) business days of making a  
 10 determination that a variation in priority was required. Qualifying incidents will be  
 11 determined by the responding officer.

**7. Dog Licensing and the Integrated Canine Licensing Program (ICLP):**

- 12 7.1 RCDAS is currently providing integrated canine licensing programs (ICLP) to assist  
 13 cities in building their baseline licensing revenue. The City authorizes the County to  
 14 collect and retain any and all canine license revenue generated by CITY residents.  
 15 COUNTY projects revenue will offset the cost of the Program and create a credit of  
 16 \$50,000 in the first year to offset the total Agreement liability.

17 In order to meet the goals and ensure the success of the ICLP the City needs to adopt  
 18 the County Title VI licensing structure and mandatory spay/neuter and micro-  
 19 chipping. Title VI provides for secondary enforcement of mandatory spay/neuter,  
 20 mandatory micro-chipping, administrative citations, and a significant licensing  
 21 differential. This will effectively reduce the reproductive capacity of the dog and cat  
 22 populations and increase the ability to re-home lost pets, while reducing the on-going  
 23 costs of animal control through lower impounds. RCDAS's ICLP program consists of  
 24 highly skilled staff in customer relations and licensing governance, applied GIS  
 25 technology and specific smart phone applications at the customer interface. This is  
 26 coupled with the use of administrative citations, a web based payment platform and a  
 27 semi-automated vaccination certificate recognition process at the department level.

28 If necessary, the City shall obtain the complete licensing database from the current  
 vendor which will be scrubbed and inserted into the County database (Chameleon) at  
 the City's expense.

Specifically, the license inspectors (LI) can pinpoint service areas where dog licenses  
 are low in number when compared to the human population using GIS mapping  
 applications. Field operations consist of traditional door knocking, observing and/or  
 hearing barking dogs and accessing the department's database to determine if licensed  
 dogs reside at that address. LI's use a "Post and Go" strategy similar to parking  
 enforcement. Dependent upon the response of the dog owner, the LI may educate the  
 resident in the tenets of pet ownership, issue a citation, or offer compliance solutions  
 in the form of low-cost vaccination and department spay/neuter services. RCDAS  
 aggressively pursues grant funding and has been very successful in utilizing grants to  
 offer free services to these targeted areas.

1 Rabies vaccination certificates are collected from area veterinarians and downloaded  
 2 into the database after the data has been scrubbed of inconsistencies. Postcard  
 3 reminders of licensing requirements are automatically generated and mailed to dog  
 4 owners. Those owners who fail to comply may be subsequently issued administrative  
 5 citations. Remittance options include the "Web Licensing" portal on the department  
 6 website: [www.rcdas.org](http://www.rcdas.org). Residents who fail to pay fees or fines are processed through  
 7 RCDAS's collections division. RCDAS participates in the Interagency Intercept  
 8 Program (IIP) and sends unpaid fees and fines to the California Franchise Tax Board  
 9 for tax refund garnishment.

10 The ICLP will allow RCDAS to augment the City's dog licensing program. RCDAS  
 11 will deploy two (2) full time LI's within the City and clerical support. A one-year  
 12 "kick-off" program to build your canine licensing revenue base is recommended. The  
 13 ICLP results in great compliance, provides better public safety, and allows for  
 14 improved services and sustainability. An amnesty period, where no past penalties or  
 15 fees are assessed for thirty (30) days is recommended. The softer approach through  
 16 amnesty allows residents to comply with existing law before enforcement begins. The  
 17 Council could consider offering existing license rates during the amnesty period and  
 18 then transition to a new rate structure, recommended as the County's, for future  
 19 licenses.

20 RCDAS shall provide the forms and tags for such licenses, and shall affix a  
 21 professionally prepared sign at County facility, stating applicable fees for licensing for  
 22 the City. After the first year of the contract, the City will receive all licensing revenue,  
 23 minus the established county processing fee of 5.85/license, as a credit on their  
 24 monthly bills. This will replace year one's contract credit of \$50,000 as RCDAS has  
 25 significantly increased the City's canine licenses and placed the City in a better  
 26 position to offset animal control costs through its own licensing revenue source.  
 27 RCDAS shall maintain such records in such form as requested by the City so as to  
 28 provide for proper cash management and for review and audit of the monies collected.  
 RCDAS shall furnish the City a monthly report detailing the licensing activities.

7.2 The proposed costs and revenue for the integrated canine licensing program are  
 subject to the required adoption of Riverside County Title VI: Animals and the  
 licensing fee structure and requirements associated with canine licensing. Failure by  
 the city to adopt Riverside County Title VI will void this provision of the services  
 agreement and will require a new negotiation.

//// ////

**CITY OF DESERT HOT SPRINGS**  
**EXHIBIT B**  
**PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

**1. Animal Field Services:**

**1.1** Two (2) FTE (Annual) Animal Control Officer:  $2 \times \$127,026/\text{year} = \$254,052$

The cost to provide one Animal Control Officer to service an area for a total of 2080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime.

**1.2** Estimated Overtime Services:  $189 \times \$82 \text{ per hour} = \$15,498/\text{year}$

The cost to provide after hours services (evenings, weekends and holidays). To be billed based on actual usage. Estimated total based on the past 18 month experience.

**2. Licensing Program**

**2.1** Two (2) FTE (Annual) License Inspector and one (1) Office Assistant:  $2 + 1 \times \$0/\text{year} = \$0$

**2.2** The cost to the City for RCDAS to provide two license inspectors plus one office support staff will be paid through the collection and retention of canine license fees by RCDAS. Furthermore, projected revenues are expected to exceed program costs by \$50,000 which will be given as a contract credit as shown below.

Service	FY13/14	FY14/15	Total
Regular Field Service	\$254,052	\$254,052	\$508,104
Over-time Field Service (Estimated*)	\$15,498	\$15,498	\$30,996
<b>Total Contract Amount</b>	<b>\$269,550</b>	<b>\$269,550</b>	<b>\$539,100</b>
Projected City License Revenue **(Offset City Cost)	-\$50,000	-\$50,000	-\$100,000
<b>Total</b>	<b>\$219,550</b>	<b>\$219,550</b>	<b>\$439,100</b>

1 The scheduled compensation payable to COUNTY for all services as set forth in this  
2 agreement is five hundred thirty nine thousand one hundred dollars (\$539,100) for the period  
3 commencing July 1, 2013 through June 30, 2015.

4 \*Field Services Rate may fluctuate based on actual overtime usage.

5 \*\*The anticipated revenue offset of one hundred thousand dollars (\$100,000) in dog licensing,  
6 which will appear as a credit on the monthly bills.

7 // // // // //

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28